
State: District of Columbia **First Filing Company:** Executive Risk Indemnity Inc., ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Forefront Portfolio Not-For-Profit
Project Name/Number: FFP NFP ENDORSEMENT FILING/19-PR-2017617

Filing at a Glance

Companies: Executive Risk Indemnity Inc.
Federal Insurance Company

Product Name: Forefront Portfolio Not-For-Profit

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Filing Type: Form

Date Submitted: 11/11/2019

SERFF Tr Num: ACEH-132146270

SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: 19-PR-2017617

Effective Date On Approval

Requested (New):

Effective Date On Approval

Requested (Renewal):

Author(s): Darren O'Toole

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

State: District of Columbia **First Filing Company:** Executive Risk Indemnity Inc., ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Forefront Portfolio Not-For-Profit
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General Information

Project Name: FFP NFP ENDORSEMENT FILING
Project Number: 19-PR-2017617
Reference Organization:
Reference Title:
Filing Status Changed: 11/11/2019
State Status Changed:
Created By: Darren O'Toole
Corresponding Filing Tracking Number:

Status of Filing in Domicile:
Domicile Status Comments:
Reference Number:
Advisory Org. Circular:

Deemer Date:
Submitted By: Darren O'Toole

Filing Description:

Enclosed for your review are new, optional endorsements to be used with our previously approved Forefront Portfolio – Not for Profit Organizations. This product was approved by your department pre-SERFF Company Tracking #: DO DC0024210F01.

Company and Contact

Filing Contact Information

Darren O'Toole, Product Analyst
436 Walnut Street
WA04A
Philadelphia, PA 19106

Darren.O'Toole@Chubb.com
215-640-4829 [Phone]

Filing Company Information

Executive Risk Indemnity Inc.
C/O The CT Corporation System
1209 Orange Street
Wilmington, DE 19801- 1120
(908) 572-2000 ext. [Phone]

CoCode: 35181
Group Code: 626
Group Name: Chubb
FEIN Number: 13-2912259

State of Domicile: Delaware
Company Type: Stock
State ID Number:

Federal Insurance Company
One American Square
202 N. Illinois St.
Suite 2600
Indianapolis, IN 46282
(908) 572-2000 ext. [Phone]

CoCode: 20281
Group Code: 626
Group Name: Chubb
FEIN Number: 13-1963496

State of Domicile: Indiana
Company Type: Stock
State ID Number:

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State:	District of Columbia	First Filing Company:	Executive Risk Indemnity Inc., ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations		
Product Name:	Forefront Portfolio Not-For-Profit		
Project Name/Number:	FFP NFP ENDORSEMENT FILING/19-PR-2017617		

Correspondence Summary

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	PRIOR KNOWLEDGE ENDORSEMENT	Darren O'Toole	11/13/2019	11/13/2019
Form	PRIOR KNOWLEDGE ENDORSEMENT	Darren O'Toole	11/13/2019	11/13/2019

State:

District of Columbia

First Filing Company:

Executive Risk Indemnity Inc., ...

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Product Name:

Forefront Portfolio Not-For-Profit

Project Name/Number:

FFP NFP ENDORSEMENT FILING/19-PR-2017617

Amendment Letter

Submitted Date: 11/13/2019

Comments:
we have also corrected the edition date.

Changed Items:

Form Schedule Item Changes									
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	PRIOR KNOWLEDGE ENDORSEMENT	FL-264133	(08/2018)	END	New		0.000	FL-264133.pdf	Date Submitted: 11/13/2019 By:
Previous Version									
1	PRIOR KNOWLEDGE ENDORSEMENT	FL-264133	(06/2018)	END	New		0.000	FL-264133.pdf	Date Submitted: 11/13/2019 By:
Previous Version									
1	PRIOR KNOWLEDGE ENDORSEMENT	FL-264133	(06/2018)	END	New		0.000	FL-218633.pdf	Date Submitted: 11/11/2019 By: Darren O'Toole

No Rate Schedule Items Changed.

No Supporting Documents Changed.

State:	District of Columbia	First Filing Company:	Executive Risk Indemnity Inc., ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations		
Product Name:	Forefront Portfolio Not-For-Profit		
Project Name/Number:	FFP NFP ENDORSEMENT FILING/19-PR-2017617		

Amendment Letter

Submitted Date: 11/13/2019

Comments:

we have discovered that a form was not included on the form schedule in error.

Changed Items:

Form Schedule Item Changes									
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	PRIOR KNOWLEDGE ENDORSEMENT	FL-264133	(06/2018)	END	New		0.000	FL-264133.pdf	Date Submitted: 11/13/2019 By:
<i>Previous Version</i>									
1	PRIOR KNOWLEDGE ENDORSEMENT	FL-264133	(06/2018)	END	New		0.000	FL-218633.pdf	Date Submitted: 11/11/2019 By: Darren O'Toole

No Rate Schedule Items Changed.

No Supporting Documents Changed.

State: District of Columbia

First Filing Company:

Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Forefront Portfolio Not-For-Profit

Project Name/Number: FFP NFP ENDORSEMENT FILING/19-PR-2017617

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		AMEND POLICY YEAR	14-02-11370	(08/2005)	END	New		0.000	14-02-11370.pdf
2		AMEND NOTICE ENDORSEMENT	14-02-17951	(05/2011)	END	New		0.000	14-02-17951.pdf
3		FOREFRONT PORTFOLIOSM FOR NOT-FOR-PROFIT ORGANIZATIONS FOR HEALTH CARE ENDORSEMENT	14-02-18021	(05/2011)	END	New		0.000	14-02-18021.pdf
4		FOREFRONT PORTFOLIOSM FOR NOT-FOR-PROFIT ORGANIZATIONS FOR HEALTH CARE ENDORSEMENT	14-02-18021X	(05/2013)	END	New		0.000	14-02-18021X.pdf
5		FINANCIAL IMPAIRMENT ENDORSEMENT	PF-272819	(02/2019)	END	New		0.000	PF-272819.pdf
6		PARENT EXCLUSION ENDORSEMENT	14-02-7386	(6/2003) rev.	END	New		0.000	14-02-7386.pdf
7		STANDARD SETTING AND CREDENTIALING ACTIVITIES EXCLUSION ENDORSEMENT	14-02-11262	(06/2005)	END	New		0.000	14-02-11262.pdf
8		STANDARD SETTING, CREDENTIALING AND ANTITRUST EXCLUSION ENDORSEMENT	14-02-11264	(6/2005)	END	New		0.000	14-02-11264.pdf
9		Exclusion for Certain Contributions and Other Payments	14-02-11408	(8/2005)	END	New		0.000	14-02-11408.pdf
10		SPECIAL EVENT MANAGEMENT COVERAGE ENDORSEMENT	PF-272712	(04/2019)	END	New		0.000	PF-272712.pdf
11		AMEND ALLOCATION ENDORSEMENT	PF-276270	(05/2019)	END	New		0.000	PF-276270.pdf

SERFF Tracking #:

ACEH-132146270

State Tracking #:

Company Tracking #:

19-PR-2017617

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Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Forefront Portfolio Not-For-Profit

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
12		CONTROLLED SUBSTANCE/OPIOID EXCLUSION ENDORSEMENT	PF-285390	(08/2019)	END	New		0.000	PF-285390.pdf
13		SEXUAL BEHAVIOR EXCLUSION ENDORSEMENT	PF-290036	(10/2019)	END	New		0.000	PF-290036.pdf
14		MEMBERSHIP DISCRIMINATION EXCLUSION ENDORSEMENT	14-02-12768	(01/2007)	END	New		0.000	14-02-12768.pdf
15		AMEND BREACH OF CONTRACT EXCLUSION ENDORSEMENT	14-02-13530	(10/2007)	END	New		0.000	14-02-13530.pdf
16		AMEND ITEM 1 OF THE DECLARATIONS ENDORSEMENT	14-02-14442	(01/2013)	END	New		0.000	14-02-14442.pdf
17		AMENDED PENDING OR PRIOR DATE ENDORSEMENT (FOR INCREASED SUBLIMIT OF LIABILITY FOR THIRD PARTY CLAIMS)	14-02-14500	(08/2008)	END	New		0.000	14-02-14500.pdf
18		AMEND DEFINITION OF THIRD PARTY ENDORSEMENT	14-02-18402	(09/2011)	END	New		0.000	14-02-18402.pdf
19		AMEND EXCLUSION 4(g) ENDORSEMENT	14-02-18418	(09/2011)	END	New		0.000	14-02-18418.pdf
20		AMEND DEFINITION OF THIRD PARTY WRONGFUL ACT ENDORSEMENT	14-02-18433	(09/2011)	END	New		0.000	14-02-18433.pdf
21		AMEND DEFINITION OF THIRD PARTY ENDORSEMENT	14-02-19676	(12/2012)	END	New		0.000	14-02-19676.pdf
22		SEPARATE RETENTION FOR EMPLOYMENT CLAIMS BROUGHT BY HIGH WAGE EARNERS	FL-218634	(05/2018)	END	New		0.000	FL-218634.pdf

State:	District of Columbia	First Filing Company:	Executive Risk Indemnity Inc., ...
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Product Name:	Forefront Portfolio Not-For-Profit		
Project Name/Number:	FFP NFP ENDORSEMENT FILING/19-PR-2017617		

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
23		AMEND EXCLUSION 5(c) ENDORSEMENT	14-02-14259	(06/2008)	END	New		0.000	14-02-14259.pdf
24		AMEND DEFINITIONS OF PLAN AND SPONSORED PLAN ENDORSEMENT	14-02-15241	(07/2009)	END	New		0.000	14-02-15241.pdf
25		AMEND DEFENSE AND SETTLEMENT ENDORSEMENT	14-02-22622	(03/2017)	END	New		0.000	14-02-22622.pdf
26		PRIOR KNOWLEDGE ENDORSEMENT	FL-264133	(08/2018)	END	New		0.000	FL-264133.pdf
27		FINANCIAL IMPAIRMENT ENDORSEMENT	PF-276190	(05/2019)	END	New		0.000	PF-276190.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND POLICY YEAR ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) The term **Anniversary Date**, as defined in Subsection 3 Definitions of these General Terms and Conditions, is deleted in its entirety.
- (2) The term **Policy Year**, as defined in Subsection 3 Definitions of these General Terms and Conditions, is amended to read in its entirety as follows:

Policy Year means **Policy Period**.

Accordingly, any and all references to the term **Policy Year** in these General Terms and Conditions or in any Coverage Section shall be deemed to read **Policy Period**.

- (3) The last sentence of subparagraph (b) of Subsection 4, Extended Reporting Period, of these General Terms and Conditions is amended to read in its entirety as follows:

The Limit of Liability for the Extended Reporting Period shall be part of and not in addition to the applicable Limits of Liability for the **Policy Period**.

- (4) The first sentence of subparagraph (a)(i) of Subsection 5, Limits of Liability, of these General Terms and Conditions is amended to read in its entirety as follows:

If the Combined Maximum Aggregate Limit of Liability for all **Liability Coverage Sections** is elected, as set forth in Item 3 of the Declarations of these General Terms and Conditions, such amount shall be the maximum aggregate liability of the Company for all **Loss** from all **Claims** first made during the **Policy Period** under all **Liability Coverage Sections** combined, regardless of the number of **Claims**; provided that the maximum aggregate liability of the Company for all **Loss** from all **Claims** first made during the **Policy Period** under each **Liability Coverage Section** shall not exceed the respective Limit of Liability as set forth in Item 2 of the Declarations of each applicable **Liability Coverage Section**.

(5) Subparagraph (a)(ii) of Subsection 5, Limits of Liability, of these General Terms and Conditions is amended to read in its entirety as follows:

- (ii) If the Combined Maximum Aggregate Limit of Liability for all **Liability Coverage Sections** is not elected, the maximum aggregate liability of the Company for all **Loss** from all **Claims** first made during the **Policy Period** under each **Liability Coverage Section** shall be the respective Limit of Liability as set forth in Item 2 of the Declarations for such **Liability Coverage Section**, regardless of the number of **Claims**.

(6) Subparagraphs (b) and (c) of Subsection 6, Reporting and Notice, of these General Terms and Conditions are amended to read in their entirety as follows:

- (b) Solely with respect to the Directors & Officers Liability and Entity Liability Coverage Section and the Fiduciary Liability Coverage Section, if:

- (i) an **Insured** becomes aware of circumstances during the **Policy Period** which could give rise to a **Claim** and gives written notice of such circumstances to the Company as soon as practicable during the **Policy Period**, or
- (ii) an **Insured** receives during the **Policy Period** a written request to toll or waive a statute of limitations applicable to **Wrongful Acts** committed, attempted, or allegedly committed or attempted before or during the **Policy Period** and gives written notice of such request and of such alleged **Wrongful Acts** to the Company as soon as practicable during the **Policy Period**,

then any **Claim** subsequently arising from such circumstances referred to in (i) above, or from the **Wrongful Acts** referred to in (ii) above shall be deemed to have been first made against the **Insured** during the **Policy Period** in which the written notice described in (i) or (ii) above was first given by an **Insured** to the Company, provided any such subsequent **Claim** is reported to the Company as set forth in Subsection 6(a) above. With respect to any such subsequent **Claim**, no coverage under the Directors & Officers Liability and Entity Liability Coverage Section or the Fiduciary Liability Coverage Section shall apply to loss incurred prior to the date such subsequent **Claim** is actually made.

- (c) Solely with respect to the Employment Practices Liability Coverage Section, if during the **Policy Period** any **Insured**:

- (i) becomes aware of a **Potential Employment Claim** or **Potential Third Party Claim** and gives written notice of such **Potential Employment Claim** or **Potential Third Party Claim** to the Company as soon as practicable during the **Policy Period**; and
- (ii) requests coverage under the Employment Practices Liability Coverage Section for any **Employment Claim** or **Third Party Claim** subsequently resulting from such **Potential Employment Claim** or **Potential Third Party Claim**;

then any **Employment Claim** or **Third Party Claim** subsequently arising from such **Potential Employment Claim** or **Potential Third Party Claim** referred to in (i)

above shall be deemed to have been first made against the **Insured** during the **Policy Period** in which the written notice described in (i) and (ii) above was first given by an **Insured** to the Company, provided any such subsequent **Employment Claim** or **Third Party Claim** is reported to the Company as set forth in Subsection 6(a) above. With respect to any such **Employment Claim** or **Third Party Claim**, no coverage under the Employment Practices Liability Coverage Section shall apply to loss incurred prior to the date such subsequent **Employment Claim** or **Third Party Claim** is actually made.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND NOTICE ENDORSEMENT

In consideration of the premium charged, it is agreed that Subsection 8., NOTICE, of the General Terms and Conditions Section of this Policy is deleted and replaced with the following:

Notice

8. (A) Any notice to the Company with respect to any Coverage Section shall designate the Coverage Section under which the notice is being given and shall be treated as notice under only the Coverage Section(s) so designated.
- (B) Notice to the Company of a **Claim, Potential Employment Claim or Potential Third Party Claim** or of circumstances which could give rise to a **Claim** under any **Liability Coverage Section** or of a **Coverage Event** under any **Non-Liability Coverage Section** shall be given in writing to one of the following addresses:
1. specialtyclaims@chubb.com;
 2. Attn: Claims Department
Chubb Group of Insurance Companies
82 Hopmeadow Street – PO Box 2002
Simsbury, Connecticut 06070-7683; or
 3. Attn: Claims Department
Chubb Group of Insurance Companies
82 Hopmeadow Street
Simsbury, Connecticut 06089
- (C) All other notices to the **Company** under this Policy shall be given in writing addressed to:
- Attn: Underwriting
Chubb Group of Insurance Companies
82 Hopmeadow St.
Simsbury, CT 06070-7683

- (D) Any notice described in Subsection (B) or (C) above shall be effective on the date of receipt by the **Company**.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

FOREFRONT PORTFOLIOSM FOR NOT-FOR-PROFIT ORGANIZATIONS FOR HEALTH CARE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

(1) The Directors and Officers Liability Coverage Section of this policy, if purchased, is amended as follows:

(a) Subparagraph (a) of the term **Executive**, as defined in Subsection 4, is amended by adding the following:

trustee emeritus,

department head, and

executive director.

(b) The definition of **Loss** in Subsection 4 is amended by adding the following:

Loss includes any fines and penalties levied against any **Insured** for violation of Title II of the Health Insurance Portability and Accountability Act of 1996, amendments to such law or regulations promulgated under such law concerning privacy of health information ("HIPAA Fines and Penalties"); provided that the coverage afforded by this coverage section shall apply only if and to the extent that indemnification by the **Organization** for such violation is not expressly prohibited in the by-laws, certificate of incorporation or other organizational documents of the **Organization**; or

(c) Subsection II is amended by adding the following definitions:

Claims Services means the following services, but only if performed by an **Insured**: the submission, handling, investigation, payment or adjustment of claims for benefits or coverage under health care or workers' compensation plans.

Insurance Contract means any policy or agreement of insurance, reinsurance or indemnity, including, but not limited to, bonds, annuities, endowments, health care plans or health care products, dental plans or dental products, life insurance plans or life insurance products, disability plans or disability products, pension contracts and risk management self-insurance programs, pools or similar programs, and shall include any policy or program of stop loss or provider excess insurance, reinsurance or self-insurance.

Managed Care Activity means any of the following services or activities: **Utilization Review**; **Claim Services**; reviewing the quality of **Medical Services** or providing quality assurance; wellness or health promotion education; development or implementation of clinical guidelines, practice parameters or

protocols; triage for payment of **Medical Services**; and services or activities performed in the administration or management of health care or workers' compensation plans.

Medical Services means health care, medical care, or treatment provided to any individual, including medical, surgical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing or other professional health care; the use, prescription, furnishing or dispensing of medications, drugs, blood, blood products or medical, surgical, dental or psychiatric supplies, equipment or appliances in connection with such care; the furnishing of food or beverages in connection with such care; counseling or other social services in connection with such care; and the handling of, or the performance of post-mortem examinations on, human bodies.

Nuclear Materials means any nuclear or radioactive substance or hazardous properties resulting from any nuclear reaction, nuclear radiation or radioactive contamination.

Provider Selection Practice means the evaluation, selection, credentialing, privileging or performing peer review of, or contracting with, any independently practicing health care professional providing medical services, including but not limited to physicians, surgeons, dentists, residents, fellows and doctorate professionals.

Provider Selection Practice Claim means any **Claim** or **Organization Claim** brought or maintained by a provider of medical services based upon, arising from, or in consequence of any **Provider Selection Practice**.

Utilization Review means the process of evaluating the appropriateness, necessity or cost of **Medical Services** for purposes of determining whether payment or coverage for such **Medical Services** will be authorized or paid for under any health care plan, but only if performed by an **Insured**. In clarification and not in limitation of the foregoing, **Utilization Review** shall include prospective review of proposed payment or coverage for **Medical Services**, concurrent review of ongoing **Medical Services**, retrospective review of already rendered **Medical Services** or already incurred costs, disease management, and case management.

(d) Subsection 5(e) is deleted and replaced with the following:

(e) based upon, arising from, or in consequence of bodily injury, mental anguish, emotional distress, humiliation, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed; provided that this Exclusion shall not apply to mental anguish, humiliation or emotional distress asserted in an employment-related **Claim**;

(e) No coverage will be available under this coverage section for any **Claim** against an **Insured** based upon, arising from or in consequence of:

(i) any actual, alleged, or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any **Nuclear Materials**; or

(ii) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Nuclear Materials**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request,

including but not limited to any **Claim** for financial loss to the **Insured Organization**, the **Outside Entity**, or any members, securityholders or creditors of the **Insured Organization** or **Outside Entity** based upon, arising from, or in consequence of any matter described in clause (i) or clause (ii) of this Exclusion.

(f) No coverage will be available under this coverage section for any **Claim** against an **Insured** based upon, arising from or in consequence of:

- (i) any actual or alleged refusal to offer, issue or renew, or any cancellation of, any **Insurance Contract**;
 - (ii) any actual or alleged lack of good faith or unfair dealing in the handling of any claim or obligation under any **Insurance Contract**, or the brokering or underwriting of insurance policies or risks;
 - (iii) any actual or alleged conduct of any **Insured** in the negotiation, placement or maintenance of any **Insurance Contract**;
 - (iv) any failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;
 - (v) any failure to obtain, effect or maintain insurance or reinsurance;
 - (vi) any failure to obtain, effect or maintain stop loss or provider excess coverage, whether by way of insurance, reinsurance or self-insurance;
 - (vii) any actuarial determination including without limitation opinions as to reserve adequacy or pricing adequacy;
 - (viii) any commingling or mishandling of funds with respect to any **Managed Care Activities** or any **Insurance Contract**;
 - (ix) the rendering of professional services for others in the **Insured's** capacity as an investment counselor, manager or advisor, investment banker, securities broker or dealer, financial planner or analyst, insurance agent or broker, general partner, limited partner or partnership unit distributor, or any similar capacity;
 - (x) the offering or sale of shares of any unit investment trust or management investment company or of variable annuity plans;
 - (xi) any diminution of assets in connection with the activities described in subparagraph (x) above; or
 - (xii) any error, misstatement, misleading statement, act, omission, neglect, or breach of duty in the performance of, or failure to perform any **Managed Care Activity** or **Provider Selection Practice** by any **Insured** or by any individual or entity for whose acts, errors or omissions an **Insured** is legally responsible.
- (g) No coverage will be available under this coverage section for **Loss** on account of any **Provider Selection Practice Claim**.
- (h) No coverage will be available under this coverage section for **Loss** on account of any actual or alleged violation of the responsibilities, obligations or duties imposed by:
- (i) the Federal False Claims Act or any similar federal, state, or local statutory law or common law anywhere in the world or amendments to or regulations promulgated under any such law; or
 - (ii) any federal, state, or local anti-kickback, self-referral or healthcare fraud and abuse law anywhere in the world or amendments to or regulations promulgated under any such law,

brought by or on behalf of any federal, state, or local governmental, regulatory or administrative agency or entity, whether such **Claim** is brought in the name of such agency or entity or in the name of any other individual or entity; provided that this Exclusion will not apply to any **Claim** for any actual or alleged violation of Title II of the Health Insurance Portability and Accountability Act of 1996.

- (i) The following Subsection is added to this coverage section:

SUBLIMITS OF LIABILITY

The Company's maximum aggregate liability for HIPAA Fines and Penalties on account of all **Claims** first made during the **Policy Period** shall be one hundred thousand dollars (\$100,000), which amount shall be part of, and not in addition to, the Company's maximum aggregate Limit of Liability set forth in Item 2 of the Declarations for this coverage section.

- (2) The Employment Practices Liability Coverage Section of this policy, if purchased, is amended as follows:
 - (a) Subsection 4(h) is deleted and replaced with the following:
 - (h) based upon, arising from, or in consequence of bodily injury, mental anguish, emotional distress, humiliation, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed; provided that this exclusion (A)(4) shall not apply to any emotional distress, mental anguish or humiliation;
 - (b) No coverage will be available under this coverage section for any **Claim** against an **Insured** for any actual or alleged sexual abuse, sexual assault or sexual battery.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

FOREFRONT PORTFOLIOSM FOR NOT-FOR-PROFIT ORGANIZATIONS FOR HEALTH CARE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

(1) The Directors and Officers Liability Coverage Section of this policy, if purchased, is amended as follows:

(a) Subparagraph (a) of the term **Executive**, as defined in Subsection 4, is amended by adding the following:

trustee emeritus,

department head, and

executive director.

(b) Subsection II is amended by adding the following definitions:

Claims Services means the following services, but only if performed by an **Insured**: the submission, handling, investigation, payment or adjustment of claims for benefits or coverage under health care or workers' compensation plans.

Insurance Contract means any policy or agreement of insurance, reinsurance or indemnity, including, but not limited to, bonds, annuities, endowments, health care plans or health care products, dental plans or dental products, life insurance plans or life insurance products, disability plans or disability products, pension contracts and risk management self-insurance programs, pools or similar programs, and shall include any policy or program of stop loss or provider excess insurance, reinsurance or self-insurance.

Managed Care Activity means any of the following services or activities: **Utilization Review**; **Claim Services**; reviewing the quality of **Medical Services** or providing quality assurance; wellness or health promotion education; development or implementation of clinical guidelines, practice parameters or protocols; triage for payment of **Medical Services**; and services or activities performed in the administration or management of health care or workers' compensation plans.

Medical Services means health care, medical care, or treatment provided to any individual, including medical, surgical, dental, psychiatric, mental health, chiropractic, osteopathic, nursing or other professional health care; the use, prescription, furnishing or dispensing of medications, drugs, blood, blood products or medical, surgical, dental or psychiatric supplies, equipment or appliances in connection with such care; the furnishing of food or beverages in connection with such care; counseling or other

social services in connection with such care; and the handling of, or the performance of post-mortem examinations on, human bodies.

Nuclear Materials means any nuclear or radioactive substance or hazardous properties resulting from any nuclear reaction, nuclear radiation or radioactive contamination.

Provider Selection Practice means the evaluation, selection, credentialing, privileging or performing peer review of, or contracting with, any independently practicing health care professional providing medical services, including but not limited to physicians, surgeons, dentists, residents, fellows and doctorate professionals.

Provider Selection Practice Claim means any **Claim** or **Organization Claim** brought or maintained by a provider of medical services based upon, arising from, or in consequence of any **Provider Selection Practice**.

Utilization Review means the process of evaluating the appropriateness, necessity or cost of **Medical Services** for purposes of determining whether payment or coverage for such **Medical Services** will be authorized or paid for under any health care plan, but only if performed by an **Insured**. In clarification and not in limitation of the foregoing, **Utilization Review** shall include prospective review of proposed payment or coverage for **Medical Services**, concurrent review of ongoing **Medical Services**, retrospective review of already rendered **Medical Services** or already incurred costs, disease management, and case management.

- (c) Subsection 5(e) is deleted and replaced with the following:
 - (e) based upon, arising from, or in consequence of bodily injury, mental anguish, emotional distress, humiliation, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed; provided that this Exclusion shall not apply to mental anguish, humiliation or emotional distress asserted in an employment-related **Claim**;
- (d) No coverage will be available under this coverage section for any **Claim** against an **Insured** based upon, arising from or in consequence of:
 - (i) any actual, alleged, or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of any **Nuclear Materials**; or
 - (ii) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any **Nuclear Materials**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request,including but not limited to any **Claim** for financial loss to the **Insured Organization**, the **Outside Entity**, or any members, securityholders or creditors of the **Insured Organization** or **Outside Entity** based upon, arising from, or in consequence of any matter described in clause (i) or clause (ii) of this Exclusion.
- (e) No coverage will be available under this coverage section for any **Claim** against an **Insured** based upon, arising from or in consequence of:
 - (i) any actual or alleged refusal to offer, issue or renew, or any cancellation of, any **Insurance Contract**;
 - (ii) any actual or alleged lack of good faith or unfair dealing in the handling of any claim or obligation under any **Insurance Contract**, or the brokering or underwriting of insurance policies or risks;

- (iii) any actual or alleged conduct of any **Insured** in the negotiation, placement or maintenance of any **Insurance Contract**;
 - (iv) any failure to collect or pay premiums, commissions, brokerage charges, fees or taxes;
 - (v) any failure to obtain, effect or maintain insurance or reinsurance;
 - (vi) any failure to obtain, effect or maintain stop loss or provider excess coverage, whether by way of insurance, reinsurance or self-insurance;
 - (vii) any actuarial determination including without limitation opinions as to reserve adequacy or pricing adequacy;
 - (viii) any commingling or mishandling of funds with respect to any **Managed Care Activities** or any **Insurance Contract**;
 - (ix) the rendering of professional services for others in the **Insured's** capacity as an investment counselor, manager or advisor, investment banker, securities broker or dealer, financial planner or analyst, insurance agent or broker, general partner, limited partner or partnership unit distributor, or any similar capacity;
 - (x) the offering or sale of shares of any unit investment trust or management investment company or of variable annuity plans;
 - (xi) any diminution of assets in connection with the activities described in subparagraph (x) above;
 - (xii) any error, misstatement, misleading statement, act, omission, neglect, or breach of duty in the performance of, or failure to perform any **Managed Care Activity** or **Provider Selection Practice** by any **Insured** or by any individual or entity for whose acts, errors or omissions an **Insured** is legally responsible;
 - (xiii) any unauthorized access to, alteration of, or damage to any computer, computer program, computer network or computer database, including the infection of any of the foregoing with a virus that is designed to modify, alter, damage, destroy, delete, record or transmit information, or designed to contaminate other computer programs or computer data, or designed to consume computer resources or in some fashion usurp the normal operation of a computer system;
 - (xiv) any delay, disruption or failure of any communication network, service, hardware or software including but not limited to any **Claim** for lost profits or opportunities as a result of such delay, disruption or failure; or
 - (xv) any violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any amendments thereto, including amendments pursuant to the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, or any other applicable federal, state or local privacy or security statutory law or common law anywhere in the world or amendments to or rules or regulations promulgated thereunder.
- (f) No coverage will be available under this coverage section for **Loss** on account of any **Provider Selection Practice Claim**.
- (g) No coverage will be available under this coverage section for **Loss** on account of any actual or alleged violation of the responsibilities, obligations or duties imposed by:

(i) the Federal False Claims Act or any similar federal, state, or local statutory law or common law anywhere in the world or amendments to or regulations promulgated under any such law; or

(ii) any federal, state, or local anti-kickback, self-referral or healthcare fraud and abuse law anywhere in the world or amendments to or regulations promulgated under any such law,

brought by or on behalf of any federal, state, or local governmental, regulatory or administrative agency or entity, whether such **Claim** is brought in the name of such agency or entity or in the name of any other individual or entity.

(2) The Employment Practices Liability Coverage Section of this policy, if purchased, is amended as follows:

(a) Subsection 4(h) is deleted and replaced with the following:

(h) based upon, arising from, or in consequence of bodily injury, mental anguish, emotional distress, humiliation, sickness, disease or death of any person or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed; provided that this exclusion (A)(4) shall not apply to any emotional distress, mental anguish or humiliation;

(b) No coverage will be available under this coverage section for any **Claim** against an **Insured** for any actual or alleged sexual abuse, sexual assault or sexual battery.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

FINANCIAL IMPAIRMENT ENDORSEMENT

In consideration of the premium charged, it is agreed that Paragraph (b) of the definition of **Financial Impairment** in Section 3, Definitions, of the General Terms and Conditions Section is amended as follows:

- (b) such **Organization** becoming a debtor in possession under the United States bankruptcy law or the equivalent of a debtor in possession under the law of any other country, provided that the court or other judicial or administrative body overseeing the receivership, conservatorship, liquidation, rehabilitation, bankruptcy or equivalent proceeding has denied a request by the **Organization**, or other party determined to have standing, for authorization of the **Organization** to indemnify an **Insured Person** for **Loss**; provided further that, the Company may, in its sole discretion, waive the foregoing requirement.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

PARENT EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that no coverage will be available under the Coverage Section identified above for any **Claim** brought or maintained by or on behalf of:

- (i) <PARNTORG>, or any:
 - (a) entity during any time in which such organization owns or controls, directly or through one or more subsidiaries, the right to elect or appoint more than fifty percent (50%) of such entity's directors or trustees;
 - (b) limited liability company during any time in which such organization owns or controls, directly or through one or more subsidiaries, the right to elect, appoint or designate more than fifty percent (50%) of such entity's managers;
 - (c) corporation during any time in which such organization owns, directly or through one or more subsidiaries, exactly fifty percent (50%) of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such corporation, such organization solely controls the management and operation of such corporation ("Controlled Joint Venture"); and
 - (d) foundation, charitable trust or political action committee during any time in which such entity or organization is controlled by such organization;

but not including <INSUREDORG>.
- (ii) any past, present or future director, officer or employee of the organizations included in (i) above; or
- (iii) any past, present or future security holder or class of security holders of the entities included in (i) above.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

STANDARD SETTING AND CREDENTIALING ACTIVITIES EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that no coverage will be available under this coverage section for **Loss** on account of any **Claim** based upon, arising from or in consequence of (a) any rule making activity or the development, promulgation or implementation of any industry or trade standards, or (b) any peer review, certification, accreditation, credentialing or licensing activity.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

STANDARD SETTING, CREDENTIALING AND ANTITRUST EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that no coverage will be available under this coverage section for **Loss** on account of any **Claim** based upon, arising from or in consequence of:

- (a) any rule making activity; the development, promulgation or implementation of any industry or trade standards; or any peer review, certification, accreditation, credentialing or licensing activity; or
- (b) any actual or alleged violation of the Interstate Commerce Act of 1887, Sherman Antitrust Act of 1890, the Clayton Act of 1914, the Robinson-Patman Act of 1936, the Celler-Kefauver Act of 1950, the Federal Trade Commission Act of 1914, any amendments thereto, or any other federal, state, provincial or local statutory or common law designed to prevent monopoly, preclude price fixing, or otherwise protect competition.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

EXCLUSION FOR CERTAIN CONTRIBUTIONS AND OTHER PAYMENTS

In consideration of the premium charged, it is agreed that:

- (1) The Company shall not be liable under this Coverage Section for **Loss** on account of any **Claim** based upon, arising from or in consequence of any actual or alleged political contribution, wherever made or offered.
- (2) The Company shall not be liable under this Coverage Section for **Loss** on account of any **Claim** based upon, arising from or in consequence of any actual or alleged payment (whether in the form of a gratuity or commission or in any other form), benefit, or other favor to or for the benefit of:
 - (i) any governmental entity of any kind or nature whatsoever (including but not limited to any branch or unit of the armed forces of any nation);
 - (ii) any official, employee, agent or representative of any entity referred to in (i) above, or any family member of any such official, employee, agent or representative;
 - (iii) any entity that is a customer of the **Organization**;
 - (iv) any director, officer, partner, principal shareholder, employee, agent, representative or owner of any entity referred to in (iii) above; any family member of any such director, officer, partner, principal shareholder, employee, agent, representative or owner; or any other entity with which any such director, officer, partner, principal shareholder, employee, agent, representative or owner is affiliated; or
 - (v) any entity that controls, is controlled by, or is under common control with any entity referred to in (iii) above.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SPECIAL EVENT MANAGEMENT COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that the Directors & Officers Liability and Entity Liability Coverage Section is amended as follows:

- (1) Insuring Clause Section is amended to add the following:

The Company shall pay, on behalf of the **Organization**, **Special Event Management Expenses** which the **Organization** becomes legally obligated to pay on account of a **Special Event** occurring during the **Policy Period** in an aggregate amount not to exceed \$25,000 per **Policy Period**, which amount is part of, and not in addition to, the Maximum Limit of Liability set forth in Item 2(A) of the Declarations for this Coverage Section and no Retention shall apply to such amount.

- (2) Section 4, Definitions, is amended as follows:

(A) The definition of **Claim** shall not include a **Special Event**.

(B) The definition of **Loss** also does not include **Special Event Management Expenses**.

(C) The following definitions are added as follows:

Adverse Publicity means the publication of unfavorable information regarding the **Organization** which can reasonably be considered to materially reduce public confidence in the competence of the **Organization**. Such publication must occur in a report about an **Organization** appearing in:

(A) a daily newspaper of general circulation; or

(B) a radio or television news program.

Special Event means any one of the following events first occurring during the **Policy Period** which results in **Adverse Publicity**:

(A) the death, incapacity, resignation or federal or state criminal indictment of any Chief Executive Officer or Chief Financial Officer of the **Organization**;

(B) the **Organization's** intention to file or its actual filing for bankruptcy protection or a third party's intention to file or its actual filing for bankruptcy protection on behalf of the **Organization**, whether voluntary or involuntary;

- (C) the threatened or actual commencement by a third party of an action, audit or investigation alleging an employment-related **Wrongful Act** by the **Organization**;
- (D) the commencement or threat of litigation or other proceedings by any governmental or regulatory agency against the **Organization**;
- (E) an **Executive** was the victim of a violent crime while on the premises of the **Organization**; or
- (F) any other material event if such event is specifically added by written endorsement attached to this Coverage Section.

Special Event Management Expenses means the following expenses, incurred with the Company's prior written consent:

- (A) reasonable expenses incurred by a public relations firm or crisis management firm retained on behalf of **Organization** to make a public communication or prevent or minimize business disruption with respect to a **Special Event**;
- (B) reasonable expenses incurred by the **Organization** for publication and circulation of materials in connection with a **Special Event**;
- (C) reasonable travel expenses incurred by directors, officers and **Employees** of the **Organization** in connection with a **Special Event**; or
- (D) other reasonable and necessary expenses incurred by the **Organization**, subject to the Company's prior written approval.

- (3) Solely with respect to this Coverage Section, Subsection (b) of Section 6, Reporting and Notice, of the General Terms and Conditions Section, is amended to add the following:

A **Special Event** shall be deemed to have first commenced on the inception date of the **Special Event**, provided that such **Special Event** is reported to the Company as soon as practicable, but in no event later than thirty (30) days after such **Special Event**, and shall conclude ninety (90) days after the inception date of such **Special Event**.

If during the **Policy Period**, an **Insured** becomes aware of a **Special Event**, and gives written notice thereof to the Company, then any **Claim** subsequently arising from such **Special Event** shall be deemed to have been first made against the **Insured** during the **Policy Period** in which such **Special Event** was first reported to the Company, provided any such subsequent **Claim** is reported to the Company as soon as practicable, but in no event later than ninety (90) days after the Chief Executive Officer, Chief Financial Officer, Executive Director, in-house General Counsel, or any person with responsibility for the management of insurance claims (or any equivalent position to any of the foregoing) of an **Organization** becomes aware of such **Claim**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND ALLOCATION ENDORSEMENT

In consideration of the premium charged, it is agreed that Section 11(a), Allocation, of this Coverage Section is deleted and replaced with the following:

- (a) If both **Loss** covered under this Coverage Section and loss not covered under this Coverage Section are incurred by the **Insureds** on account of any **Claim** because such **Claim** against the **Insureds** includes both covered and non-covered matters, then coverage under this Coverage Section with respect to such **Claim** shall apply as follows:
 - (i) **Defense Costs:** One hundred percent (100%) of **Defense Costs** incurred by the **Insured** on account of such **Claim** shall be considered covered **Loss**, provided that the foregoing shall not apply with respect to any **Insured** for whom coverage is excluded pursuant to Subsection 19, Representations and Severability, of the General Terms and Conditions Section (as amended with respect to this Coverage Section). Such **Defense Costs** shall be allocated between covered **Loss** and non-covered loss based on the relative legal exposures of the parties to such matters; and
 - (ii) Loss other than **Defense Costs:** the **Insureds** and the Company shall use their best efforts to determine an allocation between covered **Loss** and uncovered loss based upon the relative legal exposures and the relative benefits of the parties to such matters.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

CONTROLLED SUBSTANCE/OPIOID EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) The Company shall not be liable under this Coverage Section for **Loss** on account of any **Claim** based upon, arising from, or in consequence of any actual or alleged:
 - (A) diversion, abuse, misuse, addictive use, illicit use, overuse, manufacturing, preparation, marketing, sales, distribution, (including unlawful distribution), dispensing, prescribing, labeling, or handling of any **Controlled Substance**;
 - (B) failure or inadequacy of any controls, practices or procedures to prevent or report behavior relating to the actual or alleged diversion, abuse, misuse, addictive use, illicit use, overuse, manufacturing, preparation, marketing, sales, distribution, (including unlawful distribution), dispensing, prescribing, labeling, or handling of any **Controlled Substance**; or
 - (C) failure to warn or inadequacy of warnings related to the consequences of any diversion, abuse, misuse, addictive use, illicit use, overuse, manufacturing, preparation, marketing, sales, distribution, (including unlawful distribution), dispensing, prescribing, labeling, or handling of any **Controlled Substance**.
- (2) For purposes of this endorsement, **Controlled Substance** means:
 - (A) codeine, fentanyl, hydrocodone, oxycontin, hydromorphone, meperidine, methadone, oxycodone, naloxone or any other opioid or narcotic drug, medication or substance of any type, nature, or kind; or
 - (B) controlled substance as defined by or included in the Schedules of the Controlled Substance Act of the United States of America (21 U.S.C. § 801 *et seq.*) or any other judicial, statutory, regulatory or other legal measure of any nation, province, state, municipality or other governmental division or subdivision.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SEXUAL BEHAVIOR EXCLUSION ENDORSEMENT

In consideration of the premium charged, solely with respect to the Directors & Officers Liability and Entity Liability Coverage Section, it is agreed that:

- (1) Notwithstanding anything to the contrary in this Coverage Section (including Exclusions (l) and (m) and any amendment by Endorsement), the Company shall not be liable under this Coverage Section for **Loss** on account of any Claim based upon, arising from or in consequence of any actual or alleged **Sexual Behavior Claim**.
- (2) Notwithstanding any Defense and Settlement provision in this Coverage Section (including any amendment by Endorsement), it shall be the duty of the **Insureds** and not the duty of the Company to defend any **Claim** which is in part excluded from coverage pursuant to the Exclusion in paragraph (1) of this endorsement.
- (3) Notwithstanding any Allocation provision in this Coverage Section (including any amendment by Endorsement), if the Exclusion in paragraph (1) of this endorsement is applicable, the **Insureds** and the Company shall use their best efforts to determine an allocation between covered **Loss** and uncovered loss based on the relative legal and financial exposures of the parties to covered and uncovered matters.
- (4) For purposes of this endorsement, the following terms shall apply:

Sexual Behavior Claim means any **Claim**, in whole or in part, directly or indirectly, based upon, arising from or in consequence of any actual or alleged **Sexual Behavior**.

Sexual Behavior means any verbal or non-verbal act, communication, contact or other conduct involving sexual abuse, intimidation, molestation, discrimination, harassment or lewdness.
- (5) This Endorsement shall supersede and take precedence over any and all provisions in the Policy and in any other Endorsement.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

MEMBERSHIP DISCRIMINATION EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that no coverage will be available under the Coverage Section identified above for any **Claim** based upon, arising from, or in consequence of any **Membership Discrimination**, as defined below.

Solely for the purposes of this endorsement, the term **Membership Discrimination** means any actual or alleged:

- (i) refusal to grant any membership; or
- (ii) termination of membership,

based upon race, color, religion, creed, age, sex, national origin, disability, pregnancy, HIV status, marital status, sexual orientation or preference, military status or other status that is protected pursuant to any applicable federal, state, or local statutory law or common law anywhere in the world.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND BREACH OF CONTRACT EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that Exclusion 6., of this Coverage Section is amended to add the following paragraph:

The Company's maximum limit of liability for any such **Defense Costs** resulting from any **Claim** based upon, arising from, or in consequence of any actual or alleged breach of any written employment contract, shall be <SUBLIMIT>, which amount shall be part of, and not in addition to, the Company's maximum aggregate limit of liability set forth under Item 2(A) of the Declarations for this Coverage Section.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND ITEM 1 OF THE DECLARATIONS ENDORSEMENT

In consideration of the premium charged, it is agreed that Item 1. of the Declarations for this Coverage Section, **Organization**, is deleted and replaced with the following:

Item 1. **Organization:** <ACCNAME>

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

**AMENDED PENDING OR PRIOR DATE ENDORSEMENT
(FOR INCREASED SUBLIMIT OF LIABILITY FOR THIRD PARTY CLAIMS)**

In consideration of the premium charged, it is agreed that subsection (B) of Item 4., Pending or Prior Date, of the Declarations for this coverage section is deleted and replaced with the following:

- (B) (i) Insuring Clause 2 for the first <LIMIT>
Limit of Liability as stated in Item 2.(B) above: <DATE>
- (ii) Insuring Clause 2 for the next <INCREASELIMITAMOUNT>
excess of the first <LIMIT> Limit of Liability
as stated in Item 2.(B) above: <DATE1>

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND DEFINITION OF THIRD PARTY ENDORSEMENT

In consideration of the premium charged, it is agreed that the definition of **Third Party** set forth in Section 3. Definitions of this Coverage Section is amended to include any member of the **Organization**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND EXCLUSION 4(g) ENDORSEMENT

In consideration of the premium charged, it is agreed that Exclusion 4(g) of this Coverage Section is amended by adding the following at the end thereof:

provided that this Exclusion 4(g) shall not apply to any **Employment Claim for Retaliation**;

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND DEFINITION OF THIRD PARTY WRONGFUL ACT ENDORSEMENT

In consideration of the premium charged, it is agreed that paragraph (b) of the definition of **Third Party Wrongful Act** in Section 3, Definitions, of this coverage section is deleted and replaced with the following:

- (b) harassment, including sexual harassment, unwelcome sexual advances or requests for sexual favors, against a **Third Party**;

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND DEFINITION OF THIRD PARTY ENDORSEMENT

In consideration of the premium charged, it is agreed that the definition of **Third Party**, as set forth in Subsection 3. Definitions, of this Coverage Section, is amended to include any natural person athletic participants of the **Organization**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SEPARATE RETENTION FOR EMPLOYMENT CLAIMS BROUGHT BY HIGH WAGE EARNERS ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Solely with respect to any **Employment Claim** brought by or on behalf of a "High Wage Earner", Item 3(A) of the Declarations for this Coverage Section is deleted and replaced with the following:

Item 3. Retention:

(A) Insuring Clause 1: <RETENTION>

- (2) For the purposes of this endorsement, the following shall apply:

A. "High Wage Earner" means:

- (a) any "Employee" whose "Annual Compensation" is \$ <ATLEAST150-250K> or higher;
or
(b) any **Independent Contractor** whose compensation pursuant to an **Independent Contractor Services Agreement** is \$ <ATLEAST150-250K> or higher on an annualized basis on the date the **Employment Claim** is made.

B. "Annual Compensation" means:

- (a) the most recent annual base salary on the date the **Employment Claim** is made; and
(b) the annualized amount of any performance-based cash commissions or bonuses earned in the twelve (12) months preceding the date the **Employment Claim** is made.

"Annual Compensation" shall not include "Stock Benefits".

C. "Employee" means any natural person who was, now is or shall become a full-time, part-time, temporary, leased or seasonal employee or volunteer of the **Organization**, but only while acting in his or her capacity as such.

D. "Stock Benefits" means any:

- (a) offering, plan or agreement between an **Organization** and any employee which grants stock, warrants, shares or stock options of the **Organization** to such employee, including grants of stock options, restricted stock, stock warrants, performance stock shares,

membership shares, or any other compensation or incentive granted in the form of securities of the **Organization**; or

- (b) payment or instrument the amount or value which is derived from the value of securities of the **Organization**, including stock appreciation rights or phantom stock plans or arrangements, provided that Stock Benefits shall not include amounts claimed under any employee stock ownership plans or employee stock purchase plans.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND EXCLUSION 5(c) ENDORSEMENT

In consideration of the premium charged, it is agreed that Subsection 5., Exclusion (c), of this coverage section is deleted and replaced with the following:

- (c) for the failure to collect an employer's contributions owed to a **Plan** unless the failure is because of the negligence of any **Insured**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND DEFINITIONS OF PLAN AND SPONSORED PLAN ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) The definition of **Sponsored Plan**, as set forth in Subsection 3., Definitions, of this Coverage Section is deleted and replaced with the following:

Sponsored Plan means the below listed plans:

<PLANS>

- (2) The definition of **Plan**, as set forth in Subsection 3., Definitions, of this Coverage Section is deleted and replaced with the following:

Plan means any **Sponsored Plan**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND DEFENSE AND SETTLEMENT ENDORSEMENT

In consideration of the premium charged, it is agreed that Subsection 9, Defense and Settlement, of this Coverage Section is amended to add the following paragraph to the end thereof:

The Company shall not seek repayment from an **Insured Person** of any **Defense Costs** paid by the Company that are deemed uninsured pursuant to Exclusion (h), unless the applicable determination standard (whether a final, non-appealable adjudication or other determination standard) set forth in such Exclusion has been met.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

PRIOR KNOWLEDGE ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) The chief executive officer, chief financial officer or president of the **Parent Organization** represent and warrant that no **Insured** has knowledge or information, as of effective date of this Coverage Part, of any fact, circumstance or situation that could reasonably be expected to give rise to a claim. Accordingly, subject to the representations and severability provision applicable to this Coverage Part, if any such fact, circumstance or situation exists, the Company shall not be liable under this Coverage Part for **Loss** on account of any **Claim** based upon, arising from or in consequence of any such fact, circumstance or situation.
- (2) For purposes of this endorsement, the representations and warranties described in Paragraph (1) above shall be deemed part of the **Application** and subject to the representations and severability provision applicable to this Coverage Part.
- (3) The Exclusion set forth in Paragraph (1) above shall not apply to the following:

<ENTITY(IES)>

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
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Issued to: <ACCTNAME>

FINANCIAL IMPAIRMENT ENDORSEMENT

In consideration of the premium charged, it is agreed that with respect to any **Claim** based upon, arising from or in consequence of **Financial Impairment, Defense Costs** shall also include reasonable costs incurred by any **Insured** seeking a "comfort order" or relief from automatic stay so that covered **Loss** may be paid under this Coverage Section.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

State:	District of Columbia	First Filing Company:	Executive Risk Indemnity Inc., ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations		
Product Name:	Forefront Portfolio Not-For-Profit		
Project Name/Number:	FFP NFP ENDORSEMENT FILING/19-PR-2017617		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

State:	District of Columbia	First Filing Company:	Executive Risk Indemnity Inc., ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations		
Product Name:	Forefront Portfolio Not-For-Profit		
Project Name/Number:	FFP NFP ENDORSEMENT FILING/19-PR-2017617		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/13/2019		Form	PRIOR KNOWLEDGE ENDORSEMENT	11/13/2019	FL-264133.pdf
11/11/2019		Form	PRIOR KNOWLEDGE ENDORSEMENT	11/13/2019	FL-218633.pdf (Superceded)

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
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Issued to: <ACCTNAME>

FOREFRONT PORTFOLIOSM FOR NOT-FOR-PROFIT EDUCATIONAL INSTITUTIONS

In consideration of the premium charged, it is agreed that the following shall apply:

- (1) All references to **Organization**, wherever found in this Policy and any endorsements attached thereto, are replaced by **Educational Institution**.

General Terms and Conditions Section

- (2) The General Terms and Conditions Section of this Policy is amended as follows:

- (A) Item 1 of the Declarations of these General Terms and Conditions and the Declarations of each applicable Coverage Section under this Policy is deleted and replaced with the following:

Item 1. **Educational Institution:** <EDUINSTITUTE>

Principal Address: <ADDRESS>

- (B) The term, **Organization**, as defined in Subsection 3, Definitions, of the General Terms and Conditions is deleted and replaced by the following:

Educational Institution means the educational institution designated in Item 1 of the Declarations and any **Subsidiary** thereof, except as otherwise provided in any Coverage Section, including any such organization in its capacity as a debtor in possession under the United States bankruptcy law or in an equivalent status under the law of any other country.

Directors & Officers Liability and Entity Liability Coverage Section

- (3) The Directors & Officers Liability and Entity Liability Coverage Section of this Policy is amended as follows:

- (A) The term **Employee**, as defined in Subsection 4., Definitions, is deleted and replaced with the following:

Employee means any natural person whose labor or service is engaged by and directed by the **Educational Institution**, including any:

- (a) chancellor, provost, dean, personnel director, risk manager, university counsel, administrator, chaplain, guidance counselor, faculty member, student teacher, teaching

assistant, faculty aid, or any other full-time, part-time, seasonal, leased or temporary employee or volunteer;

- (b) association member, representative to an education association of which the **Educational Institution** is a member, or any alumni council member of the **Educational Institution**;
 - (c) student of the **Educational Institution** while serving in a supervised internship program in satisfaction of course requirements or while acting at the direction of, or performing services for or on behalf of, the **Educational Institution**; or
 - (d) an **Independent Contractor** working for the **Educational Institution**, but only while acting in his or her capacity as such and only if the **Educational Institution** agrees in writing, prior to or no later than thirty (30) days after the **Claim** is made, to indemnify the **Independent Contractor** for liability arising out of such **Claim**.
- (B) The term **Executive**, as defined in Subsection 4., Definitions, is deleted and replaced with the following:
- Executive** means any natural person who was, now is or shall become:
- (a) a duly elected or appointed director, officer, trustee, **Manager**, in-house general counsel, regent, governor or duly constituted committee member (whether salaried or not) of any **Educational Institution** chartered in the United States of America; or
 - (b) a holder of a position equivalent to any position described in (a) above in any **Educational Institution** that is chartered in any jurisdiction other than the United States of America.
- (C) The term **Loss**, as defined in Subsection 4., Definitions, shall not include the value of tuition or scholarships.
- (D) The term **Personal Injury Wrongful Act**, as defined in Subsection 4., Definitions, is amended to include any violation of the Buckley Amendment or the Uniform Student Freedom of Expression Act, if adopted in any applicable jurisdiction.
- (E) The term **Wrongful Act**, as defined in Subsection 4., Definitions, is amended to include **Educator's E&O Wrongful Act**.
- (F) Subsection 4., Definitions, is amended to include the following terms:

Educator's E&O Wrongful Act means any error, misstatement, misleading statement, act, omission, neglect, breach of duty, committed, attempted, or allegedly committed or attempted by an **Insured Person** in his or her **Insured Capacity** or, for purposes of coverage under Insuring Clause 3, by the **Educational Institution**, in the performance of, or failure to perform educational services, including but not limited to educational instruction, career guidance, student consumerism, creation of class content, grading practices, academic guidance or counseling, admittance procedures, expulsion procedures, integration, desegregation, student enrollment, participation in any extracurricular program, academic placement or discipline, granting of due process, granting financial aid, busing and other student transportation practices relating to a program or plan of integration or desegregation, or any advice in connection with any of the above.

Governmental Funding Claim means any **Claim** or portion of a **Claim** that is based upon, arises from or is in consequence of the return, or request to return funds which were received from any federal, state or local governmental agency.

Independent Contractor means any natural person working for the **Educational Institution** in the capacity of an independent contractor pursuant to an **Independent Contractor Services Agreement**.

Independent Contractor Services Agreement means any express contract or agreement between an **Independent Contractor** and the **Educational Institution**.

Professional Service means services that may be legally performed only by an individual holding a professional license, regardless of whether the person is licensed or not or any service provided for a fee or remuneration by an **Insured Person** to any party other than an **Educational Institution**.

Sexual Behavior means any verbal or non-verbal act, communication, contact or other conduct involving sexual abuse, intimidation, molestation, discrimination, harassment or lewdness.

- (G) Solely with respect to any **Governmental Funding Claim**:
- (i) No coverage will be available under the Directors & Officers Liability and Entity Liability Coverage Section for **Loss**, other than **Defense Costs**, resulting from any **Governmental Funding Claim**.
 - (ii) The Company's maximum aggregate liability under the Directors & Officers Liability and Entity Liability Coverage Section for all **Defense Costs** on account of all **Governmental Funding Claims** shall be one million dollars (\$1,000,000), which amount is part of, and not in addition to, the Limit of Liability set forth in Item 2(A) of the Declarations for the Directors & Officers Liability and Entity Liability Coverage Section.
 - (iii) Item 3 of the Declarations for this Coverage Section is amended to include the following:

Item 3. Retention for each **Governmental Funding Claim**: \$1,000,000
 - (iv) To the extent the **Defense Costs** resulting from a **Governmental Funding Claim** are covered under this Coverage Section and are in excess of the applicable Retention, the **Insureds** shall bear uninsured and at their own risk fifty percent (50%) of such **Defense Costs** and the Company's liability shall apply only to the remaining percentage of such **Defense Costs**.
- (H) Exclusion 5(c) shall not apply to any **Claim** brought by an **Insured Person** for an **Educator's E&O Wrongful Act**.
- (I) Exclusion 5(e) is deleted and replaced with the following:
- 5. (e) based upon, arising from, or in consequence of bodily injury, mental anguish, emotional distress, sickness, disease or death of any person, or damage to or destruction of any tangible property including loss of use thereof whether or not it is damaged or destroyed;
- (J) Exclusion 5(m) is deleted and replaced with the following:
- 5. (m) based upon, arising from, or in consequence of any actual or alleged discrimination against any person or entity that is not an **Insured**.
- (K) Exclusion 6(a) is deleted and replaced with the following:
- 6. (a) The Company shall not be liable under Insuring Clause 3 for **Loss** on account of any **Claim** based upon, arising from, or in consequence of any actual or alleged liability of an

Organization under any written or oral contract or agreement, provided that this Exclusion 6(a) shall not apply to: (i) the extent that the **Organization** would have been liable in the absence of such contract or agreement, (ii) a contract with a student for educational services, or (iii) **Defense Costs**;

- (L) In addition to and not in limitation of Subsection 5, Exclusions Applicable to All Insuring Clauses, no coverage will be available for **Loss** on account of any **Claim**:
- (i) based upon, arising from, or in consequence of any collectively bargained or negotiated labor agreement;
 - (ii) based upon, arising from, or in consequence of the disbursement, expenditure or return of funds provided by any government agency or authority or the refusal of any government agency or authority to reimburse funds purportedly disbursed or expended by or on its behalf, provided that this Exclusion shall not apply to **Defense Costs** for a **Governmental Funding Claim**;
 - (iii) based upon, arising from or in consequence of the performance of or failure to perform **Professional Services** other than educational services; or
 - (iv) based upon, arising from, or in consequence of any actual or alleged **Sexual Behavior**.

Employment Practices Liability Coverage Section

- (4) The Employment Practices Liability Coverage Section of this Policy is amended as follows:

- (A) The term **Insured Person**, as defined in Subsection 3, Definitions, is deleted and replaced with the following:

Insured Person means:

- (a) any natural person whose labor or service is engaged by and directed by the **Educational Institution**, who was, now is or shall become:
 - (i) chancellor, provost, dean, personnel director, risk manager, university counsel, administrator, chaplain, guidance counselor, faculty member, student teacher, teaching assistant, faculty aid, or any other full-time, part-time, seasonal, leased or temporary employee or volunteer;
 - (ii) association member, representative to an education association of which the **Educational Institution** is a member, or any alumni council member of the **Educational Institution**; or
 - (iii) student of the **Educational Institution** while serving in a supervised internship program in satisfaction of course requirements or while acting at the direction of, or performing services for or on behalf of, the **Educational Institution**;but only while acting in his or her capacity as such;
- (b) any natural person who was, now is or shall become:
 - (i) a duly elected or appointed director, officer, trustee, **Manager**, in-house general counsel, regent, governor or duly constituted committee member (whether salaried or not) of any **Educational Institution** chartered in the United States of America; or

- (ii) a holder of a position equivalent to any position described in (b)(i) above in any **Educational Institution** that is chartered in any jurisdiction other than the United States of America;

but only while acting in his or her capacity as such; or
 - (c) an **Independent Contractor** working for the **Educational Institution**, but only while acting in his or her capacity as such and only if the **Educational Institution** agrees in writing, prior to or no later than thirty (30) days after the **Claim** is made, to indemnify the **Independent Contractor** for liability arising out of such **Claim**.
- (B) If Insuring Clause 2, Third Party Liability Coverage, is purchased, the term **Third Party**, as defined in Subsection 3., Definitions, is deleted and replaced with the following:
- Third Party** means any natural person who is a student, customer, vendor, service provider or other business invitee of the **Educational Institution**.
- (C) The term **Workplace Tort**, as defined in Subsection 3., Definitions, is amended by deleting subparagraph (a) and replacing it with the following:
- (a) any employment-related: defamation (including libel and slander), invasion of privacy, negligent evaluation, wrongful discipline, or wrongful act arising from the credentialing process; or
- (D) The term **Workplace Tort**, as defined in Subsection 3., Definitions, is further amended to include the following subparagraph:
- (c) employment-related tortious interference with contract or an advantageous business relationship arising from the peer review process; but only when alleged as part of an **Employment Claim** for any actual or alleged **Breach of Employment Contract, Employment Discrimination, Employment Harassment, Retaliation, Wrongful Termination, Wrongful Employment Decision** or act as set forth in paragraph (a) above.
- (E) The term **Wrongful Employment Decision**, as defined in Subsection 3., Definitions, is deleted and replaced with the following:
- Wrongful Employment Decision** means any wrongful demotion, denial or removal of tenure, or any failure or refusal to promote or grant tenure.
- (F) Exclusion 5(a) is deleted and replaced with the following:
- 5. (a) which constitutes **Benefits** due or to become due or the equivalent value of such **Benefits**; provided that this Exclusion 5(a) shall not apply to any **Employment Claim** for **Wrongful Termination** or for denial or removal of tenure;

Fiduciary Liability Coverage Section

- (5) The Fiduciary Liability Coverage Section of this Policy, if purchased, is amended as follows:
- (A) The terms **Employee** and **Executive**, as defined in Subsection 3., Definitions, are deleted and replaced with the following:
- Employee** means any natural person whose labor or service is engaged by and directed by the **Educational Institution** or any **Plan**, including any:

- (a) chancellor, provost, dean, personnel director, risk manager, university counsel, administrator, chaplain, guidance counselor, faculty member, student teacher, teaching assistant, faculty aid, or any other full-time, part-time, seasonal, leased or temporary employee or volunteer;
- (b) association member, representative to an education association of which the **Educational Institution** is a member, or any alumni council member of the **Educational Institution**;
- (c) student of the **Educational Institution** while serving in a supervised internship program in satisfaction of course requirements or while acting at the direction of, or performing services for or on behalf of, the **Educational Institution**.

Employee shall not include any **Independent Contractor**.

Executive means any natural person who was, now is or shall become:

- (a) a duly elected or appointed director, officer, trustee, **Manager**, in-house general counsel, regent, governor or duly constituted committee member (whether salaried or not) of any **Educational Institution** chartered in the United States of America; or
- (b) a holder of a position equivalent to any position described in (a) above in any **Educational Institution** that is chartered in any jurisdiction other than the United States of America.

Crime Coverage Section

(6) The Crime Coverage Section of this Policy, if purchased, is amended as follows:

- (A) The terms **Employee** and **Executive**, as defined in Subsection 11., Definitions, are deleted and replaced with the following:

Employee means any:

- (a) natural person while in the regular service of the **Educational Institution** in the ordinary course of the **Educational Institution's** business, whom the **Educational Institution** compensates by **Salary** and has the right to govern and direct in the performance of such service, including any chancellor, provost, dean, personnel director, risk manager, university counsel, administrator, chaplain, guidance counselor, faculty member, or any part-time, seasonal, leased or temporary employees;
- (b) natural person volunteer, student teacher, teaching assistant or faculty aid while in the regular service of the **Educational Institution** in the ordinary course of the **Educational Institution's** business, whom the **Educational Institution** has the right to govern and direct in the performance of such service;
- (c) association member, representative to an education association of which the **Educational Institution** is a member, or any alumni council member of the **Educational Institution** in the regular service of the **Educational Institution** in the ordinary course of the **Educational Institution's** business, whom the **Educational Institution** has the right to govern and direct in the performance of such service;
- (d) student of the **Educational Institution** while serving in a supervised internship program in satisfaction of course requirements or while acting at the direction of, or performing services for or on behalf of, the **Educational Institution**;
- (e) **Executive** while performing acts within the scope of the usual duties of an **Employee**; or

- (f) natural person fiduciary, trustee, administrator or other plan official, while in the regular service of an **ERISA Plan**, who is required to be bonded by the **Educational Institution** in connection with such **ERISA Plan** by Title 1 of the Employee Retirement Income Security Act of 1974, as amended.

Employee shall not include any independent contractor.

Executive means any natural person who was, now is or shall become:

- (a) a duly elected or appointed director, officer, trustee, **Manager**, in-house general counsel, regent, governor or duly constituted committee member (whether salaried or not) of any **Educational Institution** chartered in the United States of America;
- (b) a holder of a position equivalent to any position described in (a) above in any **Educational Institution** that is chartered in any jurisdiction other than the United States of America; or
- (c) a partner of the **Educational Institution** while engaged in the regular service of such **Educational Institution**.

Kidnap/Ransom and Extortion Coverage Section

(7) The Kidnap/Ransom and Extortion Coverage Section of this Policy, if purchased, is amended as follows:

- (A) The terms **Employee** and **Executive**, as defined in Subsection 6., Definitions, are deleted and replaced with the following:

Employee means any:

- (a) natural person while in the regular service of the **Educational Institution** in the ordinary course of the **Educational Institution's** business, whom the **Educational Institution** compensates by **Salary** and has the right to govern and direct in the performance of such service, including any chancellor, provost, dean, personnel director, risk manager, university counsel, administrator, chaplain, guidance counselor, faculty member, or any part-time, seasonal, leased or temporary employees;
- (b) natural person volunteer, student teacher, teaching assistant or faculty aid while in the regular service of the **Educational Institution** in the ordinary course of the **Educational Institution's** business, whom the **Educational Institution** has the right to govern and direct in the performance of such service;
- (c) association member, representative to an education association of which the **Educational Institution** is a member, or any alumni council member of the **Educational Institution** in the regular service of the **Educational Institution** in the ordinary course of the **Educational Institution's** business, whom the **Educational Institution** has the right to govern and direct in the performance of such service;
- (d) student of the **Educational Institution** while serving in a supervised internship program in satisfaction of course requirements or while acting at the direction of, or performing services for or on behalf of, the **Educational Institution**; or
- (e) **Executive** while performing acts within the scope of the usual duties of an **Employee**.

Employee shall not include any agent, broker, factor, commission merchant, consignee, contractor, independent contractor, subcontractor or other similar representative.

Executive means any natural person who was, now is or shall become:

- (a) a duly elected or appointed director, officer, trustee, **Manager**, in-house general counsel, regent, governor or duly constituted committee member (whether salaried or not) of any **Educational Institution** chartered in the United States of America; or
- (b) a holder of a position equivalent to any position described in (a) above in any **Educational Institution** that is chartered in any jurisdiction other than the United States of America.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative